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INSECTICIDE AND FUNGICIDE BOARD  
ANNOUNCEMENTS Nos. 29-52

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S. R. A.—Insecticide 29.

Issued May 13, 1920.

**United States Department of Agriculture,**  
**INSECTICIDE AND FUNGICIDE BOARD.**

J. K. HAYWOOD, *Chairman*; M. B. WAITE, A. L. QUAINANCE, J. A. EMERY.

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**SERVICE AND REGULATORY ANNOUNCEMENTS.<sup>1</sup>**

No. 29.

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N. J. 501-525.

[Approved by the Secretary of Agriculture, Washington, D. C., April 12, 1920.]

**NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT OF 1910.**

[Given pursuant to section 4 of the Insecticide Act of 1910.]

**501. Adulteration and misbranding of "Costar's Rat Paste Exterminator."**  
**U. S. v. Costar Manufacturing Co. Plea of guilty. Fine, \$10. (I. & F.**  
**No. 568. Dom. No. 12976.)**

On December 27, 1917, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Costar Manufacturing Co., a corporation, New York, N. Y., alleging that on September 23, 1916, the defendant sold and delivered to the Charles N. Crittenton Co., a corporation, New York, N. Y., a quantity of an article, contained in 24 cans, labeled "Costar's Rat Paste Exterminator," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the statement, to wit, "Costar's Rat Paste Exterminator containing phosphorus 2½%, Inert ingredients 97½%," borne on the labels affixed to the cans, purported and professed that the standard and quality of the article were such that it contained phosphorus in the proportion of two and one-half per centum, and that it contained substances which do not prevent, destroy, repel or mitigate insects, in the proportion of ninety-seven and one-half per centum, whereas, the strength and purity of the article fell below the said professed standard and quality in that, in fact and in truth, the article contained phosphorus in a proportion less than two and one-half per centum, and contained substances which do not pre-

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<sup>1</sup> Free distribution will be limited to firms, establishments, and journals especially concerned. Others desiring copies may obtain them from the Superintendent of Documents, Government Printing Office, Washington, D. C., at 5 cents each.

vent, destroy, repel, or mitigate insects, in a proportion greater than ninety-seven and one-half per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore a statement regarding the article which was false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that the statement borne on the label of the cans, to wit, "Costar's Rat Paste Exterminator Containing phosphorus 2½%, Inert ingredients 97½%," represented that the article contained phosphorus in the proportion two and one-half per centum, and that it contained substances which do not prevent, destroy, repel, or mitigate insects, in the proportion of ninety-seven and one-half per centum, whereas in fact and in truth, the article contained phosphorus in a proportion less than two and one-half per centum, and it contained substances which do not prevent, destroy, repel, or mitigate insects, in a proportion greater than ninety-seven and one-half per centum.

It was alleged further that on October 27, 1916, the said Charles N. Crittenton Co. shipped and delivered for shipment from the State of New York into the State of Connecticut, the 24 cans of the article so sold and delivered to it by the Costar Manufacturing Co.; that when shipped and delivered by the Charles N. Crittenton Co. the said 24 cans and the contents and labels thereof were intact and in the identical condition as when received by the said Charles N. Crittenton Co. from the Costar Manufacturing Co.; and that at the time of the sale and delivery of the article to the Charles N. Crittenton Co., the said Costar Manufacturing Co. did deliver to the said Charles N. Crittenton Co. a certain guaranty as follows: "We the undersigned do hereby guarantee that the articles listed herein are not adulterated or misbranded within the meaning of the Insecticide Act of 1910"; and that by reason of the sale and delivery of the article by the Costar Manufacturing Co. to the Charles N. Crittenton Co., and by reason of the said guaranty, the Costar Manufacturing Co. was amenable to the prosecutions, fines, and penalties which would but for the guaranty attached to the Charles N. Crittenton Co.

On March 12, 1919, the defendant, the Costar Manufacturing Co., entered a plea of guilty to the information, and the court imposed a fine of \$10.

**502. Misbranding of "Dip." U. S. v. Spratt's Patent Limited. Plea of guilty. Fine, \$25. (I. & F. No. 648. Dom. No. 13733.)**

On November 19, 1918, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Spratt's Patent Limited, a corporation, Newark, N. J., alleging the shipment by said defendant, on August 24, 1917, from the State of New Jersey into the State of California, of a quantity of an article, contained in 6 cans, labeled "Dip," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that the statement borne on the labels affixed to the outside of each of the cans, to wit, "Dip—Distributed by Spratt's Patent Limited—1 Pint," purported and operated to state that the contents of each of said cans were, in terms of measure, one pint of the article, whereas, the contents of each of said cans so stated on the outside of the cans were not correctly stated, in that the contents of each of the cans were, in fact and in truth, less than one pint of the article.

On March 17, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25.



**503. Adulteration and misbranding of "Sanodor Carbolineum Wood Preserving Oil." U. S. v. Carbon Chemical Co. Plea of nolo contendere. Fine, \$15. (I. & F. No. 366. Dom. No. 8783.)**

On May 19, 1916, the United States attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Carbon Chemical Co., a corporation, Tacoma, Wash., alleging the shipment by said company, on March 26, 1914, from the State of Washington into the State of Oregon, of a quantity of an article, contained in 48 cans, labeled "Sanodor Carbolineum Wood Preserving Oil", which was an adulterated and misbranded insecticide other than Paris greens and lead arsenates, within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the strength and purity of the article fell below the professed standard and quality under which it was sold, in this, that the statement borne on the labels on the cans containing the article, to wit, "Contents about 10% phenols," purported and professed that the standard and quality of the said article were such that it contained phenols in a proportion of about 10 per centum, and the article was sold by the said company under the said professed standard and quality, whereas, the strength and purity of the article fell below the said professed standard and quality in that, in truth and in fact, the article contained phenols in a proportion much less than 10 per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that the statement borne on the label of the cans, to wit, "Contents about 10% phenols," represented that the article contained phenols in a proportion of about 10 per centum, whereas in fact and in truth, the article contained phenols in a proportion much less than 10 per centum.

On April 14, 1919, the defendant company entered a plea of nolo contendere to the information, and the court imposed a fine of \$15.

**504. Misbranding of "Liquid Rid-Em." U. S. v. S. Pfeiffer Manufacturing Co. Plea of guilty as to one count. Fine, \$25 and costs. Nolle prosequi entered as to three counts. (I. & F. No. 672. Dom. No. 13353.)**

On April 2, 1919, the United States attorney for the Eastern District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information, in four counts, against the Pfeiffer Manufacturing Co., a corporation, St. Louis, Mo., alleging the shipment by said defendant, on January 23, 1917, from the State of Missouri into the State of Delaware, of a quantity of an article, contained in 144 bottles, labeled "Liquid Rid-Em", which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (in the first count) in that the packages and labels bore statements regarding the article which were false and misleading, and (in the second count) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that the statement borne on the labels of the bottles, to wit, "Alcohol 10%", represented that the article contained alcohol in the proportion of ten per centum, whereas in fact and in truth, the article contained alcohol in a proportion much less than ten per centum; and in this, that the statement borne on the labels of the bottles, to wit, "Liquid Rid-Em. \* \* \* For External Use Only. To Rid All Bodily Vermin. \* \* \* Rub in thoroughly at night. In the morning wash with hot soap suds," and that the statement borne on

carton enclosing each bottle, to wit, "Liquid Rid-Em." \* \* \* For External Use Only. To Rid All Body Vermin. \* \* \* Liquid Rid-Em Will Rid Crabs, Lice, and All Body Vermin", represented that the article, when used and applied in the method and manner as directed, would rid the human body of all vermin, whereas in fact and in truth, the article, when used and applied in the method and manner as directed, would not rid the human body of all vermin. Misbranding of the article was alleged further in the third count of the information in that a statement borne on the outside of each of the cartons enclosing the bottles, to wit, "Net Contents 3 oz.", represented and operated to state that the contents of each of the bottles were, in terms of measure, three fluid ounces of the article, whereas, the contents of each of the bottles were not correctly stated, in that in fact and in truth, the contents of each of the bottles were less than three fluid ounces of the article. Misbranding of the article was alleged further in the fourth count of the information in that the article consisted partially of inert substances, to wit, water and alcohol, which substances and ingredients do not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly on each or any label of the bottles or the cartons enclosing the same, nor in lieu thereof, were the names and percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly on each or any label on the bottles or the cartons enclosing the same.

On April 19, 1919, the defendant company entered a plea of guilty to the first count of the information, and the court imposed a fine of \$25 and costs. Nolle prosequi was entered as to second, third, and fourth counts.

**505. Misbranding of "Bugicide." U. S. v. W. A. Siegfried (The Bugicide Company). Plea of guilty. Fine, \$400. (I. & F. No. 682. Dom. No. 12705.)**

At the April term, 1919, of the United States District Court for the District of North Dakota, acting upon a report by the Secretary of Agriculture, the United States attorney for the said district filed an information in the said court against W. A. Siegfried, trading and doing business under the name and style of the Bugicide Company, Sanborn, N. D., alleging the shipment by the said defendant, on May 25, 1916, from the State of North Dakota into the State of Minnesota, of a quantity of an article, contained in 75 packages, labeled "Bugicide", which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the labels on the packages bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that the statements, borne on the labels of the packages, to wit, "Bugicide The Potato Bug & Scab Exterminator Sold on a positive cash guarantee \* \* \* Treat the seed with this preparation and the bugs will not eat the vines, even if they are hatched there. It is also a preventative against potato scab. This package will treat approximately from 10 to 15 bushels of seed, enough for one acre. \* \* \* Directions Shake the powder over the fresh cut seed potatoes. Agitate so that some of the powder will come in contact with the fresh cut surface. It is best to treat the seed immediately after cutting while they are still moist." represented that the article, when used and applied in the method and manner as directed, would exterminate potato bugs, would prevent potato bugs from eating potato plants,



and would exterminate and would prevent potato scab, whereas in truth and in fact, the article, when used and applied in the method and manner as directed, would not exterminate potato bugs, would not prevent potato bugs from eating potato plants, and would not exterminate and would not prevent potato scab.

On April 22, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$400.

**596. Misbranding of "LeGear's Dip and Disinfectant." U. S. v. Dr. L. D. LeGear Medicine Co. Plea of guilty as to one count. Fine, \$25 and costs. Nolle prosequi entered as to remaining count. (I. & F. No. 599. Dom. No. 12530.)**

On January 16, 1919, the United States attorney for the Eastern District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Dr. L. D. LeGear Medicine Co., a corporation, St. Louis, Mo., alleging the shipment by said defendant, on February 5, 1917, from the State of Missouri into the State of Texas, of a quantity of an article, contained in 3 cans, designated "LeGear's Dip and Disinfectant," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (in the first count) in that the packages and labels bore statements regarding the article which were false and misleading, and (in the second count) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would be effective against all forms of mange, all forms of itch, and all parasitic skin diseases that affect horses or cattle, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not be effective against all forms of mange, all forms of itch, or all parasitic skin diseases that affect horses or cattle; and in this, that statements borne on the labels of the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would be effective against all varieties of ticks that infest horses or cattle, whereas, in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not be effective against all varieties of ticks that infest horses and cattle; and in this, that statements borne on the labels of the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would be effective against all classes of sores on horses or cattle, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not be effective in the treatment of all classes of sores on horses or cattle; and in this, that statements borne on the labels of the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would be effective against all forms of mange and all skin diseases that affect swine, whereas in fact and in truth, the article, when use in the method and manner and in the strength and proportion as directed, would not be effective against all kinds of mange or all skin diseases that affect swine; and in this, that a statement borne on the labels of the cans represented that the article, when use in the method and manner and in the strength and proportion as directed, would be effective in all types and varieties of foot-rot in sheep, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed would not be effective in all types and varieties of foot-rot in sheep; and in this, that statements borne on

the labels of the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would be effective against stomach worms in sheep, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not be effective against stomach worms in sheep; and in this, that statements borne on the labels of the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would be effective against all forms of mange, all forms of eczema, all forms of itch, and all parasitic skin diseases that affect dogs, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not be effective against all forms of mange, all forms of eczema, all forms of itch, or all parasitic skin diseases that affect dogs; and in this, that statements borne on the labels of the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would be effective against poultry mites, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not be effective against poultry mites; and in this, that statements borne on the labels of the cans represented that the article, when used in the method and manner and in the strengths and proportions as directed, would prevent the infection and spread of the infection of all infectious and contagious diseases that affect man, would kill the germs of all such diseases, would prevent, destroy, repel, or mitigate all kinds of insects that infest households, and would destroy all offensive odors in and about households, whereas in fact and in truth, the article, when used in the method and manner and in the strengths and proportions as directed, would not prevent the infection or the spread of the infection of all infectious or contagious diseases that affect man, would not kill the germs of such diseases, would not prevent, destroy, repel, or mitigate all kinds of insects that infest households, and would not destroy all offensive odors in and about households.

On April 28, 1919, the defendant company entered a plea of guilty to the second count of the information alleging misbranding of the article in that it was labeled and branded so as to deceive and mislead the purchaser, and the court imposed a fine of \$25 and costs. The first count of the information alleging that the labels on the cans bore statements regarding the article which were false and misleading, was dismissed.

**507. Adulteration and misbranding of "Sulfo Nicotine Spray." U. S. v. Standard Chemical Co. Plea of guilty. Fine, \$25. (I. & F. No. 677. Dom. No. 13712.)**

On April 2, 1919, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Standard Chemical Co., a corporation, Oakland, Calif., alleging the shipment by the said defendant, on June 22, 1917, from the State of California into the State of Oregon, of a quantity of an article, contained in 48 jars, designated "Sulfo Nicotine Spray," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on labels affixed to the jars purported and professed that the standard and quality of the strength and purity of the article were such that it contained and consisted of nicotine sulphate in the proportion of three per centum, and that it contained and consisted of nicotine in the proportion of forty per centum, whereas the strength and purity of the article fell below the professed



standard and quality, in that, in fact and in truth, the article contained and consisted of nicotine sulphate in a proportion less than three per centum, and contained and consisted of nicotine in a proportion less than forty per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the jars represented that the contents of each of the jars were sixteen ounces of the article, and that the article contained and consisted of nicotine sulphate in the proportion of three per centum, and contained and consisted of nicotine in the proportion of forty per centum, whereas in fact and in truth, the contents of each of the jars were less than sixteen ounces of the article, and the article contained and consisted of nicotine sulphate in a proportion less than three per centum, and contained and consisted of nicotine in a proportion less than forty per centum; and in this, that statements borne on the labels of the jars represented that the article, when prepared, used, and applied in the strength and proportion and in method and manner as directed, would be effective against all soft-bodied insects that attack or infest plants, whereas in fact and in truth, the article, when prepared, used, and applied in the strength and proportion and in the method and manner as directed, would not be effective against all soft-bodied insects that attack or infest plants. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than sulphur and nicotine sulphate, which said inert substances and ingredients do not and did not prevent, destroy, repel or mitigate insects or fungi, and the names and the percentage amounts of each and every one of the said inert ingredients present in the article were not stated plainly and correctly on each or any label affixed to each or any of the jars containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every one of the ingredients of the article having insecticidal or fungicidal properties, and the total percentage of the inert ingredients present in the article, stated plainly and correctly on each or any label affixed to each or any of the jars.

On April 28, 1919, the defendant entered a plea of guilty to the information, and on May 12, 1919, the court imposed a fine of \$25.

**598. Adulteration and misbranding of "Sulfo Nicotine Spray." U. S. v. Standard Chemical Co. Plea of guilty. Fine, \$25. (I. & F. No. 678. Dom. No. 12654.)**

On April 2, 1919, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Standard Chemical Co., a corporation, Oakland, Calif., alleging the shipment by said defendant, on June 27, 1916, from the State of California into the State of Nevada, of a quantity of an article, contained in 12 jars, designated "Sulfo Nicotine Spray," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement, borne on the labels affixed to the jars, purported and professed that the standard and quality of the strength and purity of the article were such that it contained and consisted of sulphur in the proportion of fifty-five per centum, and that it contained and consisted of nicotine sulphate in the proportion of three per centum, and that it contained and consisted of an inert substance or substances, to wit, a substance or substances which do not prevent, destroy,

repel, or mitigate insects or fungi, in the proportion of forty-two per centum, whereas, the strength and purity of the article fell below the professed standard and quality, in that, in fact and in truth, the article contained and consisted of sulphur in a proportion less than fifty-five per centum, and contained and consisted of nicotine sulphate in a proportion less than three per centum, and contained and consisted of an inert substance or substances, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than forty-two per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the jars represented that the contents of each of the jars were sixteen ounces of the article, and that the article contained and consisted of sulphur in the proportion of fifty-five per centum, and contained and consisted of nicotine sulphate in the proportion of three per centum, and contained and consisted of an inert substance or substances, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of forty-two per centum, whereas in fact and in truth, the contents of each of the jars were less than sixteen ounces of the article, and the article contained and consisted of sulphur in a proportion less than fifty-five per centum, and contained and consisted of nicotine sulphate in a proportion less than three per centum, and contained and consisted of an inert substance or substances, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than forty-two per centum; and in this, that statements borne on the labels affixed to the jars represented that the article, when prepared, used, and applied in the strength and proportion and in the method and manner as directed, would be effective against all soft-bodied insects that attack or infest plants, whereas in fact and in truth, the article, when prepared, used, and applied in the strength and proportion and in the method and manner as directed, would not be effective against all soft-bodied insects that attack or infest plants. Misbranding of the article was alleged further in that a statement borne on the labels affixed to the jars represented and operated to state that the contents of each of said jars were, in terms of weight, sixteen ounces of the article, whereas, the contents of each of said jars were not plainly and correctly stated on the outside of the said jars, in that, in fact and in truth, the contents of each of the jars were less than sixteen ounces of the article.

On April 28, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25.

**509. Adulteration and misbranding of "Hirsh's Chlorinated Lime." U. S. v. 470 Packages of "Hirsh's Chlorinated Lime." Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 688. Dom. No. 14650. S. No. 53.)**

On March 18, 1919, the United States attorney for the District of Columbia, acting upon a report by the Secretary of Agriculture, filed in the Supreme Court of said district, holding a District Court, a libel praying the seizure and condemnation of 470 packages of an article designated "Hirsh's Chlorinated Lime Star Brand". It was alleged in the libel that the article was being offered for sale and sold in the District of Columbia, and that it was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel in that a statement borne on the labels affixed to the packages purported and professed that the standard and quality of the strength and purity of the article were such that the article contained and consisted of active chlorine, that is to say, chlorine available for preventing, destroying, repelling and mitigating putrefactive or pathogenic bacteria, in the proportion of 30 per centum, and that it contained and consisted of inert matter, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate putrefactive or pathogenic bacteria, in the proportion of 70 per centum, whereas, the strength and purity of the article fell below the said professed standard and quality, in that the article, in fact and in truth, contained and consisted of active chlorine, that is to say, chlorine available for preventing, destroying, repelling, and mitigating putrefactive or pathogenic bacteria, in a proportion less than 30 per centum, and contained and consisted of inert matter, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate putrefactive or pathogenic bacteria, in the proportion of 70 per centum.

Misbranding of the article was alleged in the libel (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the packages represented that the article contained and consisted of active chlorine, that is to say, chlorine available for preventing, destroying, repelling, and mitigating putrefactive or pathogenic bacteria, in the proportion of 30 per centum, and that the article contained and consisted of inert matter, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate putrefactive or pathogenic bacteria, in the proportion of 70 per centum, whereas in fact and in truth, the article contained and consisted of active chlorine, that is to say, chlorine available for preventing, destroying, repelling, and mitigating putrefactive or pathogenic bacteria, in a proportion less than 30 per centum, and contained and consisted of inert matter, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate putrefactive or pathogenic bacteria, in a proportion greater than 70 per centum; and in this, that a statement borne on the label of the packages represented that the article, when used and applied in the method and manner and in the strength and proportion directed, would disinfect, and would purify, cesspools and drains, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion directed, would not disinfect, and would not purify, cesspools or drains.

On April 28, 1919, no claimant of the goods having appeared, a decree of condemnation and forfeiture was entered, and the article was ordered destroyed by the United States marshal.

**510. Misbranding of "Hirsh's Chloride of Lime." U. S. v. 686 Packages of "Hirsh's Chloride of Lime." Default decree of condemnation, forfeiture, and destruction. (I. & F. No. 689. Dom. Nos. 14803, 14804. S. No. 53.)**

On March 18, 1919, the United States attorney for the District of Columbia, acting upon a report by the Secretary of Agriculture, filed in the Supreme Court of said district, holding a District Court, a libel praying the seizure for condemnation and forfeiture of 686 packages of an article designated "Hirsh's Chloride of Lime Star Brand," of which 686 packages 459 purported to contain



one-half pound each of the article, and of which 686 packages 227 purported to contain one-quarter pound of the article. It was alleged in the libel that the article was being offered for sale and sold in the District of Columbia, and that it was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article contained in the 459 packages each purporting to contain one-half pound thereof, was alleged in the libel (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that statements borne on the labels affixed to the packages represented that the article, when used in the method and manner and in the strengths and proportions as directed, would disinfect and would purify cesspools and drains and would deodorize and disinfect sick chambers, school rooms, and cellars, whereas in fact and in truth, the article, when used in the method and manner and in the strengths and proportions as directed, would not disinfect and would not purify cesspools and drains, and would not deodorize and would not disinfect sick chambers, school rooms, or cellars. Misbranding of the article contained in the 227 packages each purporting to contain one-quarter pound thereof, was alleged in the libel (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that statements borne on the labels affixed to the packages represented that the article, when used in the method and manner and in the strengths and proportions as directed, would disinfect and would purify cesspools and drains, would disinfect and would purify sick chambers, would prevent the spread of all contagion and all infectious diseases, and would remove all offensive effluvia from whatever cause arising, and would be the best agent for preventing cholera, yellow fever, and all contagious diseases, whereas in fact and in truth, the article, when used in the method and manner and in the strengths and proportions as directed, would not disinfect and would not purify cesspools or drains, would not disinfect and would not purify sick chambers, would not prevent the spread of all contagion and of all contagious diseases, and would not remove all offensive effluvia from whatever cause arising, and would not be the best agent for preventing cholera, yellow fever, or all contagious diseases. Misbranding of the article contained in each of the 686 packages was alleged in that it consisted partially of inert substances, to wit, substances other than available chlorine, which said inert substances do not prevent, destroy, repel, or mitigate putrefactive or pathogenic bacteria, and the names and the percentage amounts of each and every one of the said ingredients were not stated plainly and correctly, or at all, on each or any label affixed to the packages containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having fungicidal properties, that is to say, the properties of preventing, destroying, repelling, or mitigating putrefactive or pathogenic bacteria, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly, or at all, on each or any label borne on or affixed to the packages.

On April 28, 1919, no claimant of the goods having appeared, a decree of condemnation and forfeiture was entered, and the articles was ordered destroyed by the United States marshal.



**511. Misbranding of "Powdered White Hellebore." U. S. v. 2 Barrels of "Powdered White Hellebore." Consent decree of condemnation and forfeiture. Product ordered released on bond. (I. & F. No. 659. Dom. No. 13428. S. 50.)**

On September 23, 1918, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying the seizure and condemnation and forfeiture of 2 barrels of an article designated "Powdered White Hellebore". It was alleged in the libel that the article had been shipped on or about June 18, 1918, by Smith, Kline and French Co., Philadelphia, Pa., and had been transported, from the State of Pennsylvania into the State of Illinois for the purpose of sale, and remained in the original unbroken packages at Chicago, Ill., and that the article was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the libel in that it consisted partially of inert substances, to wit, substances other than alkaloids, which said inert substances do not prevent, destroy, repel, or mitigate insects, and the names and the percentage amounts of each and every one of the said inert ingredients so present in the articles were not stated plainly and correctly on each or any of the barrels or labels affixed thereto, nor in lieu of the names and the percentage amounts of the said inert substances and ingredients, were the correct names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert substances and ingredients, stated plainly on each or any of the barrels containing the article or labels affixed thereto.

On May 12, 1919, the said Smith, Kline and French Co., a corporation, claimant, having filed an answer to the libel admitting the allegations thereof, and consented to a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product should be released to said claimant upon the payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000 in conformity with section 10 of the Act.

**512. Adulteration and misbranding of "Bordeaux Mixture." U. S. v. Interstate Chemical Co. Plea of guilty. Fine, \$10. (I. & F. No. 683. Dom. No. 13781.)**

On May 1, 1919, the United States Attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Interstate Chemical Co., a corporation, Jersey City, N. J., alleging the shipment by said defendant, on March 7, 1917, from the State of New Jersey into the State of New York, of a quantity of an article, contained in 12 packages, designated "Bordeaux Mixture", which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the labels of the packages purported and professed that the standard and quality of the strength and purity of the article were such that it was Bordeaux mixture, and that the article contained and consisted of copper equivalent to metallic copper in the proportion of ten per centum, whereas the strength and purity of the article fell below the said professed standard and quality, in that, in fact and in truth, the article did not consist and was not composed wholly of, and was not, Bordeaux mixture, but consisted, and was composed of, and was a mixture of, Bordeaux mixture and another substance, to wit, lead arsenate, and the article contained and consisted of copper

equivalent to metallic copper in a proportion less than ten per centum. Adulteration of the article was alleged further in that a statement borne on the labels of the packages represented and professed that the article consisted and was composed wholly of, and was, Bordeaux mixture, whereas, the article did not consist and was not composed wholly of, and was not, Bordeaux mixture, but a substance other than Bordeaux mixture, to wit, lead arsenate, had been substituted in part for Bordeaux mixture in the article so professed and represented to consist, and to be composed wholly of, Bordeaux mixture.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that the labels affixed to the packages represented that the article consisted and was composed wholly of, and was, Bordeaux mixture, whereas in fact and in truth, the article did not consist and was not composed wholly of, and was not, Bordeaux mixture, but was a mixture of Bordeaux mixture and another substance, to wit, lead arsenate; and in this, that a statement borne on the labels of the packages represented that the article contained and consisted of copper equivalent to metallic copper in the proportion of ten per centum, whereas in fact and in truth, the article contained and consisted of copper equivalent to metallic copper in a proportion less than ten per centum. Misbranding of the article was alleged further in that it consisted of arsenic in a combination thereof, and the total amount of the said arsenic so present in the article was not stated, expressed as per centum of metallic arsenic, or at all, on each or any label affixed to each or any of the packages containing the article. Misbranding of the article was alleged further in that it contained arsenic in a combination thereof in water-soluble form, and the amount of the said arsenic in water-soluble form so contained in the article was not stated, expressed as per centum of metallic arsenic, or at all, on each or any label affixed to each or any of the packages. Misbranding of the article was alleged further in that it consisted partially of inert substances, to wit, substances other than copper, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate fungi, and the names and the percentage amounts of each and every one of the said inert substances and ingredients so present in the article were not stated plainly and correctly on each or any label affixed to each or any of the packages, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly on each or any label affixed to each or any of the packages.

On May 9, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$10.

**513. Misbranding of "Pine Disinfectant." U. S. v. Phinotas Chemical Co.**  
**Plea of guilty. Fine, \$5. (I. & F. No. 680. Dom. No. 13689.)**

On May 7, 1919, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Phinotas Chemical Co., a corporation, New York, N. Y., alleging the shipment by said defendant, on April 7, 1917, from the State of New York into the State of Connecticut, of a quantity of an article, contained in one can, labeled "Pine Disinfectant," which was a misbranded fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of an inert substance, to wit, water, which said inert substance and ingredient does not and did not prevent, destroy, repel, or mitigate fungi, to wit, putrefactive and pathogenic bacteria, and the name and percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on any label affixed to the can containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having fungicidal properties, and the total percentage of the said inert ingredient present in the article, stated plainly and correctly, or at all, on any label affixed to the can.

On May 14, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$5.

**514. Misbranding of "Kirke Soluble Sulphur Compound." U. S. v. Kirke Chemical Co. Plea of guilty. Fine, \$25. (I. & F. No. 690. Dom. No. 13120.)**

On May 5, 1919, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Kirke Chemical Co., a corporation, Brooklyn, N. Y., alleging the shipment by the said defendant, on February 21, 1917, from the State of New York into the State of Maryland, of a quantity of an article, contained in 12 packages, labeled "Kirke Soluble Sulphur Compound," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910. It was alleged that the 12 packages of the article were enclosed in 2 cartons, and that packed and contained with the 2 cartons enclosing the 12 packages of the article were certain printed booklets entitled "Fertilize While Watering or Destroy Insects by the Kirke System"; and that each of the booklets bore the statements: "Kirke Cartridges \* \* \* Directions for Use. Unwrap the Cartridges. Unscrew the top from the Feeder. Place the naked Cartridge in the Feeder. Replace the top again to the Feeder, top-end to the faucet, or between the hose and nozzle. If Feeder is attached to faucet then attach hose to bottom of Feeder. If Feeder is attached to the nozzle-end of the hose, then attach nozzle to bottom of Feeder. Turn on the faucet to usual flow and water at will."

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to each of the 12 packages of the article, and statements borne on the labels affixed to each of the 2 cartons enclosing the 12 packages, and statements borne in the booklets packed and contained with the 2 cartons enclosing the 12 packages of the article, represented that the article, when used and applied in the method and manner as directed, would dissolve evenly and so as to produce a distribution of uniform strength of the article, and would control many fungus diseases that attack small fruits and field crops such as apple, pear, cherry, peach or green house plants, whereas in fact and in truth, the article aforesaid, when used and applied in the method and manner as directed, would not dissolve evenly or so as to produce a distribution of uniform strength of the said article, and would not control many fungus diseases that attack small fruits and field crops, such as apple, pear, cherry, peach or green house plants; and in this, that statements borne in each of the booklets packed and contained with the 2 cartons enclosing the 12 packages of the article, represented that the article, when used and applied in



the method and manner as directed, would be effective against apple aphid, pear psylla, blister mite, apple scab, and many other pests and diseases that attack or infest fruit trees, whereas in fact and in truth, the article, when used and applied in the method and manner as directed, would not be effective against apple aphid, pear psylla, blister mite, apple scab, or many other pests and diseases that attack or infest fruit trees.

On May 16, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25.

**515. Misbranding of "Kill-Germ Dip and Disinfectant." U. S. v. Dominion Chemical Co. Plea of guilty. Fine, \$150. (I. & F. No. 537. Dom. Nos. 10985, 10986.)**

On February 11, 1919, the United States Attorney for the Northern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Dominion Chemical Co., a corporation, Syracuse, N. Y., alleging the shipment by the said defendant, on July 16, 1915, from the State of New York into the State of Connecticut, of a quantity of an article, contained in 96 cans, and a quantity, contained in 24 cans, labeled "Kill-Germ Dip and Disinfectant," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article, contained in the 96 cans was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on labels affixed to the cans represented that the article, when used and applied in the method and manner and in the strength and proportion as directed, would be effective in the treatment of all types and varieties of the disease known as scratches and all types and varieties of the disease known as grease heel in horses, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not be effective in the treatment of all types and varieties of the disease known as scratches and all types and varieties of the disease known as grease heel in horses; and in this, that statements borne in labels affixed to the cans represented that the article, when used and applied in the method and manner and in the strength and proportion as directed, would be effective against lice that infest poultry, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not be effective against lice that infest poultry.

Misbranding of the article, contained in the 96 cans was alleged in that it was in package form and the contents of each of said cans were stated in terms of measure, to wit, "One Gallon", on the outside of the cans, whereas in fact and in truth, the contents of each of the cans were not plainly and correctly stated on the outside thereof, in that each of said cans contained less than one gallon of the article.

Misbranding of the article contained in the 24 cans was alleged in that it was in package form and the contents of each of the cans were stated in terms of measure, to wit, "Quart Size", on the outside of each of the cans, whereas in fact and in truth, the contents of each of the cans were not stated plainly and correctly on the outside thereof, in that each of the cans contained less than one quart of the article.

Misbranding of the article contained in the 24 cans was alleged further (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded



so as to deceive and mislead the purchaser, in that statements borne on the labels affixed to the cans represented that the article, when used in the method and manner as directed, would be effective for killing all kinds of ticks and all other parasites and germs of all diseases that infest or infect the bodies and pens of hogs, sheep, or cattle, whereas in fact and in truth, the article, when used in the method and manner as directed, would not be effective for killing all kinds of ticks and all other parasites and germs of all diseases that infest or infect the bodies and pens of hogs, sheep, or cattle.

On May 21, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$150.

**516. Adulteration and misbranding of "Insect Powder Half Stems and Half Flowers." U. S. v. Archibald & Lewis. Plea of guilty. Fine, \$25. (I. & F. No. 679. Dom. No. 13694.)**

On April 30, 1919, the United States Attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Archibald & Lewis, a corporation, New York, N. Y., alleging the shipment by the said defendant, on July 27, 1917, from the State of New York into the State of Connecticut, of a quantity of an article, contained in one drum, labeled "Insect Powder Half Stems and Half Flowers," which was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the article was sold, professed, described, pretended, and represented by Archibald & Lewis, in and by means of a certain invoice, to be "Insect Powder Half Stems and Half Flowers," that is to say, that the article consisted in equal parts of the pulverized flowers and the pulverized stems of a species or species of the chrysanthemum plant having insecticidal properties, whereas, the strength and purity of the article fell below the said professed standard and quality in that, in fact and in truth, the article did not consist wholly of the pulverized flowers and the pulverized stems of a species or species of the chrysanthemum plant having insecticidal properties, but consisted partially of the pulverized flowers of the plant of the field daisy. Adulteration of the article was alleged further in that it was professed, described, pretended, and represented by Archibald & Lewis, in and by means of a certain invoice, to be "Insect Powder Half Stems and Half Flowers," that is to say, the article consisted in equal parts of the pulverized flowers and the pulverized stems of a species or species of the chrysanthemum plant having insecticidal properties, whereas, a substance other than the pulverized flowers and the pulverized stems of a species or species of the chrysanthemum plant having insecticidal properties, to wit, pulverized flowers of the plant of the field daisy, had been substituted in part for the article, to wit, "Insect Powder Half Stem and Half Flowers."

Misbranding of the article was alleged further in that the article was described, professed, pretended, and represented by Archibald & Lewis, in and by means of a certain invoice, to be "Insect Powder Half Stems and Half Flowers," that is to say, that it consisted in equal parts of the pulverized flowers and the pulverized stems of a species or species of the chrysanthemum plant having insecticidal properties, whereas, the article consisted partially of an inert substance, to wit, the pulverized flowers of the plant of the field daisy, which said inert substance does not and did not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of the said inert ingredient were not stated plainly and correctly, or at all, on any label borne on or affixed to the drum containing the article, nor in lieu thereof, were the

names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredient present in the article, stated plainly and correctly, or at all, on any label borne on or affixed to the said drum.

On May 21, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$25.

**517. Misbranding of "Warnock's Tree Paint." U. S. v. Robert Warnock (International Pear Blight Cure Manufacturing Co.). Plea of guilty. Fine, \$20 and costs. (I. & F. No. 595. Dom. No. 13063.)**

On October 1, 1918, the United States attorney for the Western District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Robert Warnock, trading and doing business under the name of the International Pear Blight Cure Manufacturing Co., Independence, Mo., alleging the shipment by the said defendant, on February 28, 1917, from the State of Missouri into the State of Nebraska, of a quantity of an article, contained in 105 cans, labeled "Warnock's Tree Paint," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the cans represented that the article, when applied in the method and manner as directed, would be effective against collar rot of trees, whereas in truth and in fact, the article, when applied in the method and manner as directed, would not be effective against collar rot of trees; and in this, that statements borne on the labels affixed to the cans represented that the article, when applied in the method and manner as directed, would be effective against canker blotches on trees, would kill bacteria in such canker blotches, and would cause new bark to form, whereas in fact and in truth, the article, when applied in the method and manner as directed, would not be effective against canker blotches on trees, would not kill the bacteria in such canker blotches, and would not cause new bark to form; and in this, that statements borne on the labels affixed to the cans represented that the article, when applied in the method and manner as directed, would prevent and cure blight on fruit trees, and would protect stone fruit trees against all kinds of borers and San Jose scale, whereas in fact and in truth, the article, when applied in the method and manner as directed, would not prevent or cure the blight of fruit trees, and would not protect stone fruit trees against all kinds of borers or San Jose scale.

On June 2, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$20 and costs.

**518. Adulteration and misbranding of "Concentrated Spraysect." U. S. v. West Disinfecting Co. Plea of guilty. Fine, \$25. (I. & F. No. 676. Dom. No. 12098.)**

On March 31, 1919, the United States attorney for the Eastern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the West Disinfecting Co., a corporation, Long Island City, N. Y., alleging the shipment by the said defendant, on May 6, 1916, from the State of New York into the State of Oregon, of a quantity of an article, contained in 233 cans,

labeled "Concentrated Spraysect," which was an adulterated and misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that the statement, "Contains inert material, 43% water," borne on the labels affixed to the cans purported and professed that the standard and quality of the strength and purity of the article were such that it contained and consisted of inert material, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of forty-three per centum, whereas, the strength and purity of the article fell below the said professed standard and quality in that, in fact and in truth, the article contained and consisted of inert material, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than forty-three per centum.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that the statement borne on the labels affixed to the cans, "Contains inert material 43% water," represented that the article contained and consisted of inert material, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate insects or fungi, in the proportion of forty-three per centum, whereas in fact and in truth, the article contained and consisted of inert material, that is to say, a substance or substances which do not prevent, destroy, repel, or mitigate insects or fungi, in a proportion greater than forty-three per centum.

On June 2, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25.

**519. Misbranding of "Knapo-Curo No. 2 Dip." U. S. v. Lamprey Products Co. Plea of guilty. Fine, \$1. (I. & F. No. 639. Dom. No. 13228.)**

On June 3, 1919, the United States attorney for the District of Minnesota, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Lamprey Products Co., a corporation, trading and doing business under the name of the Prussian Remedy Co., St. Paul, Minn., alleging the shipment by the said defendant, on September 12, 1916, from the State of Minnesota into the State of Montana, of a quantity of an article, contained in 12 cans, labeled "Knapo-Curo No. 2 Dip," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the cans represented that the use of the article was permitted by the regulations of the Secretary of the United States Department of Agriculture governing sheep scab, whereas in fact and in truth, the use of the article was not permitted by the regulations of the Secretary of the United States Department of Agriculture governing sheep scab; and in this, that statements borne on the labels affixed to the cans represented that the article, when used in the method and manner and in the strengths and proportions as directed, would be effective against cholera in hogs, whereas in fact and in truth, the article, when used in the method and manner and in the strengths and proportions as directed, would not be effective against cholera in hogs; and in this, that a statement borne on the labels affixed to the cans represented that the article,



when used in the method and manner and in the strength and proportion as directed, would be effective against all types and varieties of stomach worms in sheep, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not be effective against all types and varieties of stomach worms in sheep; and in this, that statements borne on the labels affixed to the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would be effective against all types and varieties of ticks and all types and varieties of other vermin that attack or infest horses or cattle, and would be effective against all types and varieties of vermin that attack or infest hogs, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not be effective against all types and varieties of ticks that attack or infest horses or cattle, or against all types and varieties of vermin that attack or infest horses or cattle, or against all types and varieties of vermin that attack or infest hogs; and in this, that a statement borne on the labels affixed to the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would be effective against all types and varieties of the disease of horses and cattle known as scratches and all types and varieties of the disease of horses and cattle known as grease or cracked heel, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not be effective against all types and varieties of the disease of horses and cattle known as scratches or against all types and varieties of the disease of horses and cattle known as grease or cracked heel; and in this, that a statement borne on the labels affixed to the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would cure all types and varieties of soreness in the udders of cows, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not cure all types and varieties of soreness in the udders of cows; and in this, that a statement borne on the labels affixed to the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would be effective against all types and varieties of mange that affect dogs, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not be effective against all types and varieties of mange that affect dogs; and in this, that a statement borne on the labels affixed to the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would prevent all types and varieties of disease and contagion that affect poultry, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not prevent all types and varieties of disease or contagion that affect poultry; and in this, that a statement borne on the labels affixed to the cans represented that the article was not poisonous, whereas in fact and in truth, the article was poisonous; and in this, that statements borne on the labels affixed to the cans represented that the article, when used in the method and manner and in the strength and proportion as directed, would kill all vermin that infest houses, whereas in fact and in truth, the article, when used in the method and manner and in the strength and proportion as directed, would not kill all vermin that infest houses. Misbranding of the article was alleged further in that it consisted partially of an inert substance, to wit, water, which said inert substance and ingredient does not prevent, destroy, or mitigate insects or fungi, and the name and the percentage amount of the said inert



ingredient present in the article were not stated plainly and correctly on each or any label affixed to the cans containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredient present in the article, stated plainly and correctly on each or any label affixed to the cans containing the article.

On June 3, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$1.

**520. Misbranding of "Bed Bug Rid." U. S. v. Ellis-Jones Drug Co. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 649. Dom. No. 12528.)**

On December 9, 1918, the United States attorney for the Western District of Tennessee, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Ellis-Jones Drug Co., a corporation, operating and doing business under the name and style of the Ellis-Jones Drug Co. and under the name and style of the American Sanitary Corporation, Memphis, Tenn., alleging the shipment by the said defendant, on February 13, 1917, from the State of Tennessee into the State of Louisiana, of a quantity of an article, contained in 288 cartons, labeled "Bed Bug Rid The Sanitary Bed Bug Exterminator," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of inert substances, to wit, sodium fluoride and corn starch, which said inert substances do not prevent, destroy, repel, or mitigate bed bugs, and the names and the percentage amounts of the said inert ingredients were not stated plainly and correctly, or at all, on each or any of the labels on the cartons containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredients present in the article, stated plainly and correctly, or at all, on each or any of the labels on the cartons. Misbranding of the article was alleged further (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser, in this, that statements borne on the labels on the cartons represented that the article, when used and applied in the method and manner as directed, would kill and exterminate all bed bugs in, on, and about beds, whereas in fact and in truth, the article, when used and applied in the method and manner as directed, would not kill and exterminate all bed bugs in, on, and about beds.

On June 20, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25 and costs.

**521. Misbranding of "Flea Rid." U. S. v. Ellis-Jones Drug Co. Plea of guilty. Fine, \$25 and costs. (I. & F. No. 650. Dom. No. 12529.)**

On December 9, 1918, the United States Attorney for the Western District of Tennessee, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Ellis-Jones Drug Company, a corporation, trading and doing business under the name and style of the American Sanitary Corporation, Memphis, Tenn., alleging the shipment by the said defendant, on February 13, 1917, from the State of Tennessee, into the State of Louisiana, of a quantity of an article, contained in 288 cartons, labeled "Flea Rid The Sanitary Exterminator," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information in that it consisted partially of an inert substance, to wit, corn starch, which said inert substance does not prevent, destroy, repel, or mitigate insects, and the name and the percentage amount of said inert ingredient were not stated plainly and correctly, or at all, on each or any of the labels on the cartons containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredient present in the article, stated plainly and correctly, or at all, on each or any of the labels on the cartons.

On June 20, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25 and costs.

**522. Misbranding of "Zonite." U. S. v. A. P. Foose, W. H. Foose, and A. J. Foose (Foose Chemical Co.). Plea of guilty Fine, \$100. (I. & F. No. 587. Dom. No. 12143.)**

On July 11, 1918, the United States attorney for the Southern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against A. P. Foose, W. H. Foose and A. J. Foose, trading and doing business under the name and style of The Foose Chemical Co., Dayton, Ohio, alleging the shipment by the said defendants, on June 15, 1916, from the State of Ohio into the State of Indiana, of a quantity of an article, contained in 12 bottles, labeled "Zonite," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the bottles represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed, would disinfect stock pens, chicken coops, and all other places and inclosures in which domestic animals or fowls are kept or confined, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not disinfect stock pens, chicken coops, or any other places or inclosures where domestic animals or fowls are kept or confined; and in this, that statements borne on the labels affixed to the bottles represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed, would relieve fatigue and would relieve nervous headache, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not relieve fatigue and would not relieve nervous headache; and in this, that statements borne on the labels affixed to the bottles represented that the article, when used and applied in the method and manner and in the strength and proportion as directed, would purify water for drinking purposes, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not purify water for drinking purposes; and in this, that a statement borne on the labels affixed to the bottles represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed, would disinfect cellars, stables, and other insanitary places and inclosures, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not disinfect cellars, stables, or other insanitary places or inclosures. Misbranding of the article



was alleged further in that it consisted partially of inert substances, to wit, substances other than sodium hypochlorite and sodium chlorid, which said inert substances and ingredients do not prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each and every one of the said inert ingredients were not stated plainly and correctly, or at all, on each or any label affixed to the bottles or on each or any carton enclosing the bottles, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal and fungicidal properties and the total percentage of the said inert ingredients present in the article, stated plainly and correctly, or at all, on each or any label affixed to the bottles or on each or any of the cartons enclosing the bottles.

Misbranding of the article was alleged further in that a booklet enclosed in the carton with each bottle of the article bore statements regarding the article which were false and misleading: In this, that a statement borne in the booklet represented that the article could be used in such a method and manner as to destroy all foul odors, whereas in fact and in truth, the article could not be used in such a manner as to destroy all foul odors; and in this, that statements borne in the booklet represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed, would eliminate all foul odors from sick rooms, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not eliminate all foul odors in sick rooms; and in this, that statements borne in the booklet represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed, would be effective against all forms of eczema and all forms of skin eruptions on the human body, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not be effective against all forms of eczema or all forms of skin eruptions on the human body; and in this, that statements borne in the booklet represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed, would eliminate all germ life from water and make it safe for drinking purposes, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not eliminate all germ life from water and would not make it safe for drinking purposes; and in this, that statements borne in the booklet represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed, would disinfect homes and buildings, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strengths and proportions as directed, would not disinfect homes or buildings; and in this, that statements borne in the booklets represented that the article, when used and applied in the method and manner and in the strength and proportion as directed, would disinfect decaying matter in cesspools, and all other places and receptacles containing decaying matter, whereas in fact and in truth, the article, when used and applied in the method and manner and in the strength and proportion as directed, would not disinfect decaying matter in cesspools, or all places containing decaying matter; and in this, that a statement borne in the booklet represented that the article, when used and applied in the method and manner and in the strengths and proportions as directed, would kill the germs of all contagious and infectious diseases that affect live stock and poultry, whereas in fact and in truth, the article, when used and applied in the method and



manner and in the strengths and proportions as directed, would not kill the germs of all infectious and contagious diseases that affect live stock and poultry; and in this, that statements borne in the booklet represented that the article, when used and applied in the strengths and proportions as directed, would heal all cuts, all sores, and all bruises on domestic animals, whereas in fact and in truth, the article, when used and applied in the strengths and proportions as directed, would not heal all cuts, all sores, and all bruises on domestic animals; and in this, that statements borne in the booklet represented that the article, when used and applied in the strengths and proportions and in the method and manner as directed, would kill all germs that are present in manure piles, refuse heaps, stagnant puddles, and other insanitary places, whereas in fact and in truth, the article, when used and applied in the strengths and proportions and in the method and manner as directed, would not kill all germs that are present in manure piles, refuse heaps, stagnant puddles, and other insanitary places.

On July 12, 1918, the defendants entered pleas of guilty to the information, and the court imposed a fine of \$100.

**523. Misbranding of "P & P Lice Powder." U. S. v. Park & Pollard Co. Plea of nolo contendere. Fine, \$25. (I. & F. No. 663. Dom. No. 13197.)**

On July 12, 1919, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Park & Pollard Co., a corporation, Boston, Mass., alleging the shipment by the said defendant, on February 28, 1917, from the State of Massachusetts into the State of Pennsylvania, of a quantity of an article, contained in 6 packages, labeled "P & P Lice Powder," which was a misbranded insecticide and fungicide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged in the information (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the packages represented that the article, when used and applied in the method and manner as directed, would disinfect hen houses and kill all vermin therein, whereas in fact and in truth, the article, when used and applied in the method and manner as directed, would not disinfect hen houses and would not kill all vermin therein; and in this, that a statement borne on the labels affixed to the packages represented that the article would destroy all vermin, whereas in fact and in truth, the article would not destroy all vermin. Misbranding of the articles was alleged further in that it consisted partially of inert substances, to wit, substances other than nicotine, naphthalene, and tar oils, which said inert substances and ingredients do not and did not, prevent, destroy, repel, or mitigate insects or fungi, and the names and the percentage amounts of each and every one of the said inert ingredients so contained in the said article were not plainly and correctly stated on each or any label affixed to the packages containing the article, nor in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert ingredients, stated plainly and correctly on each or any label affixed to the packages.

On July 23, 1919, the defendant company entered a plea of nolo contendere to the information, and the court imposed a fine of \$25.

**524. Adulteration and misbranding of "Phinotas Disinfectant." U. S. v. Phinotas Chemical Co. Plea of guilty. Fine, \$25. (L. & F. No. 696. Dom. No. 13688.)**

On July 17, 1919, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Phinotas Chemical Co., a corporation, New York, N. Y., alleging the shipment by the said defendant, on July 24, 1917, from the State of New York into the State of Connecticut, of a quantity of an article, contained in 3 cans, labeled "Phinotas Disinfectant," which was an adulterated and misbranded fungicide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the information in that a statement borne on the label of the cans purported and professed that the standard and quality of the article were such that the article was two to three times stronger in bactericidal properties than is pure carbolic acid, whereas, the strength and purity of the article fell below the said professed standard and quality in that the article was, in fact and in truth, less than two times as strong in bactericidal properties than is pure carbolic acid.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that a statement borne on the labels affixed to the cans represented that the article was two to three times stronger in bactericidal properties than is pure carbolic acid, whereas in fact and in truth, the article was less than two times stronger in bactericidal properties than is pure carbolic acid; and in this, that a statement borne on the labels affixed to the cans represented that the use of the article in the strength and proportion as directed would disinfect stables, closets, garbage cans or ash pits, whereas in fact and in truth, the use of the article in the strength and proportion as directed would not disinfect stables, closets, garbage cans, or ash pits; and in this, that a statement borne on the labels affixed to the cans represented that the use of the article in the strength and proportion as directed would keep cellars and store rooms in a sanitary condition, whereas in fact and in truth, the use of the article in the strength and proportion directed would not keep cellars or store rooms in a sanitary condition; and in this, that a statement borne on the labels affixed to the cans represented that the use of the article in the strength and proportion as directed would purify the air in work rooms, offices, stores, and public buildings, whereas in fact and in truth, the use of the article in the strength and proportion as directed would not purify the air in work rooms, offices, stores, or public buildings; and in this, that a statement borne on the labels affixed to the cans represented that the use of the articles in the strength and proportion as directed would disinfect cuspidors and sinks, whereas in fact and in truth, the use of the article in the strength and proportion as directed would not disinfect cuspidors or sinks; and in this, that a statement borne on the labels affixed to the cans represented that the use of the article in the strength and proportion as directed would exterminate, and would be effective against, all vermin, whereas in fact and in truth, the use of the article in the strength and proportion as directed would not exterminate, and would not be effective against, all vermin; and in this, that a statement borne on the labels affixed to the cans represented that the article, when used in the strength and proportion as directed, would be a powerful disinfectant, whereas in fact and in truth, the article, when used in the strength and proportion as directed, would not be a powerful disinfectant.

On July 23, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$25.

**§25. Misbranding of "Mecker Moth Tube." U. S. v. Lewy Chemical Co. Plea of guilty. Fine, \$100. (I. & F. No. 726. Dom. No. 13632.)**

On July 18, 1919, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against The Lewy Chemical Co., a corporation, New York, N. Y., alleging the shipment by the said defendant, on March 15, 1917, from the State of New York into the State of New Jersey, of a quantity of an article, contained in 24 packages, labeled "Mecker Moth Tube," which was a misbranded insecticide within the meaning of the Insecticide Act of 1910.

Misbranding of the article was alleged (1) in that the packages and labels bore statements regarding the article which were false and misleading, and (2) in that the article was labeled and branded so as to deceive and mislead the purchaser: In this, that statements borne on the labels affixed to the packages represented that the article, when used and applied in the method and manner as directed, would prevent moths, and would protect furs, clothing, and merchandise from the attacks of, and injury by, moths, whereas in fact and in truth, the article, when used and applied in the method and manner as directed, would not prevent moths and would not protect furs, clothing, or merchandise from attacks of, or injury by, moths. Misbranding of the article was alleged further in that it consisted completely of inert ingredients which said inert ingredients do not prevent, destroy, repel, or mitigate insects, to wit, moths, and the names and the percentage amounts of each and every one of the said inert ingredients so present in the article were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the packages.

On July 23, 1919, the defendant company entered a plea of guilty to the information, and the court imposed a fine of \$100.



